

REMARKS/ARGUMENTS

Introduction:

Amendment B, submitted September 12, 2005 in response to the Office
5 Action of April 12, 2005, was not responded to on its merits because of issues of
non-compliance, as specified in the Office Action of November 4, 2005.

The specified non-compliance issues are responded to by the submission
of corrected Amendment B claims, showing markings of amendments to the
claims, and by the submission of the abstract, corrected by deletion of the title.

10 The specification was not amended in Amendment B.

Enclosed with this paper are:

Listing of Claims of Amendment B, with markings; pages 1-6.

Amended version of the Application with paragraphs numbered
(Amendment A specification; not further amended; Amendment
15 B claims, marked) pages 1-10.

The amendments and remarks of Amendment B are summarized below,
to provide a basis for the current Amendment C, as those amendments and
remarks have not been responded to on their merits.

Amendments of Method Claims:

20 Claims 15-18 and 20 are herein canceled to reduce and simplify the
application.

Claims 19-and 21-23 are herein amended following suggestions provided
in response to the request for constructive assistance.

Summary of Amendment B:

25 The Office Action of April 4, 2005 rejected claims 10-18 under 35 USC
§ 112, as failing to comply with the written description requirement.

The claimed limitation “and not having a diameter greater than two
inches” has been deleted from claims 10 and 15, in the amendments to the
specification, of the response filed January 12, 2005.

The Office Action of April 4, 2005 rejected claims 10-18 under 35 USC § 112, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention.

5 Claims 12, 13, 17 and 18 were amended to remove reference to the trademark, VELCRO.TM.

 Claims 10 and 15 were amended to delete “the” in the limitation “the fingerpads”.

 The claims were amended to more clearly separate structural elements and claims (claims 10-18) and method elements and claims (claims 19-28).

10 The Office Action of April 4, 2005 rejected claims 15-18 under 35 USC § 102 as being anticipated by Turangan (5,316,294).

 The Office Action of April 4, 2005 rejected claims 10-14 under 35 USC § 103 as being unpatentable over Turangan (5,316,294) in view of Rudell (5,195,745).

15 Applicant respectfully requested reconsideration and withdrawal of these objections, on the basis of the remarks and arguments presented Sept. 12, 2005.

 Appendices 1 and 2 of Amendment B provided definitions of the nouns “patch”, “strip”, and “thimble” and information on “Difficulties of Throwing and Catching the Official Football”.

20 The Objections to the Specification and Claims Rejection Under § 112

 Applicant respectfully submitted that the specification and claims, as amended comply with Section 112, and requested reconsideration and withdrawal of this objection.

The Claims Rejection Under 35 USC § 103 and § 102

25 Amendment B, submitted Sept. 12, 2005, amended the structural claims (claims 10-18) by replacing the open transitional term comprising with the closed transitional term consisting, thereby increasing the structural distinctions from prior art, including Turangan (5,316,294) and Rudell (5,195,745).

30 Applicant argued that the present invention, as disclosed and claimed, is designed to restrict the options available to the player during training, and that the restriction of the patch to a small area on one or both pointed ends of the

football, and restriction of the pad to the fingerpad area of the index finger (thimble or glove) provides direct, tactile reinforcement to the player **only** when the index finger supports the football in the desired location.

Applicant argued further that the noun “patch” has a distinct set of meanings. The definitions of “patch” consistently refer to a **small** portion of, or on, a larger area: (Appendix 1)

Applicant argued that the Office Action of April 4, 2005 was correct in stating “With regards to the patch(s) not having a diameter greater than two inches, as best seen from the figures the diameter of the patch(es) do not appear to be greater than 2 inches” (Office Action, page 7), but was incorrect in stating “The broadest reasonable interpretation of a patch would include a patch as small as 1 mm to the full length of the football.” (Office Action, Page 9)

Applicant argued that the noun “strip” has a set of meanings distinct from the meaning of “patch”, consistently referring to a **long** structure. (Appendix 1)

Applicant argued that the description of Turangan in the Office Action of April 12, 2005 omits a limitation of Turangan in claims 1 and 7, “the second material being in the form of a plurality of strips adhered to the outer surface of the football and alternating with the outer surface around the central section of the football, each strip extending from one end of the football to the other end of the football and having a thickness sufficient to form a raised edge to facilitate gripping the football” (Col. 4, lines 38-45; Col. 5, line 13-Col 6, line 4).

Obviousness

Applicant argued further that the intended use and structural features of Turangan are entirely focused on, and limited to, the provision of devices to be used in a simple throw and catch game, to make the acquisition of skills entirely unnecessary, and not to facilitate the skills needed for unassisted performance in an official sport, without use of the devices. Therefore applicant argued that Turangan teaches away from the present invention.

Applicant argued that it would not be obvious to one of ordinary skill in the art to modify Rudell et al’s throwing object, to locate a small patch on the

pointed end of the football, and to use it not to grasp and throw the football, but to support it on the ground for kicking training. Applicant submits that such a modification would represent hindsight, rather than an obvious modification of prior art.

5 The Office Action of April 12, 2005 states "In view of Rudell et al. it would have been obvious to select any one of the hand/finger coverings to use with the football of Turangan, since one of ordinary skill in the art, would have expected Turangan's invention to perform equally well with any one of the above finger coverings, because they all perform the same function of protecting
10 the hand and fingers from the football and provide a means for gripping the football. Therefore it would have been an obvious matter of design choice to modify Turangan to obtain the invention specified in claim 10."

 The Office Action of April 12, 2005 states "The broadest reasonable interpretation of a thimble would include the finger band taught by Rudell et al."
15 Applicant submits that the accepted meaning of a thimble, as an object placed on a finger, is that of a cup-shaped device (Appendix 1) and therefore that the broadest reasonable interpretation of a thimble would not include the finger band taught by Rudell et al.

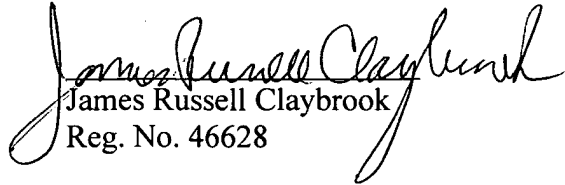
 Applicant respectfully requested reconsideration and withdrawal of these
20 objections, on the basis of the remarks and arguments, including those summarized here.

Conditional Request For Constructive Assistance

 Applicant has amended the specification and claims of this application so that they are proper, definite, and define novel structure which is also
25 unobvious. If for any reason this application is not believed to be in full condition for allowance, Applicant respectfully requests the constructive assistance and suggestions of the Examiner pursuant to M.P.E.P. § 2173.02 and § 707.07(j) in order that the undersigned can place this application in allowable condition as soon as possible and without the need for further proceedings.

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Respectfully submitted,


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CERTIFICATE OF MAILING (37 CFR 1.8a)

I hereby certify that this paper, along with any paper referred to as being attached or enclosed, is being deposited with the United States Postal Service on the date shown below, with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P. O. Box 1450, Alexandria, VA 22313-1450

Signed

Date: December 14, 2009

